

1 BEFORE THE ARIZONA CORPORATION COMMISSION Arizona Corporation Commission 2 COMMISSIONERS DOCKETED 3 ROBERT "BOB" BURNS - Chairman NOV 6 2019 **BOYD DUNN** 4 SANDRA D. KENNEDY JUSTIN OLSON 5 LEA MARQUEZ PETERSON 6 In the matter of DOCKET NO. S-21064A-18-0402 7 VERDUGO ENTERPRISE LLC, an Arizona limited liability company d/b/a 8 VERDUGO GIFT COMPANY, DECISION NO. 77446 9 ISAIAS M. VERDUGO, a single man, ORDER TO CEASE AND DESIST, ORDER 10 JAIME A. VERDUGO, a single man, FOR RESTITUTION, ORDER FOR ADMINISTRATIVE PENALTIES AND 11 MARIA G. VERDUGO, a single woman, **CONSENT TO SAME** 12 MARIO C. VERDUGO Jr., a single man, BY: RESPONDENTS TEODORO M. MEDELLIN AND SILVIA MEDELLIN 13 TEODORO M. MEDELLIN and SILVIA

Respondents Teodoro M. Medellin and Silvia Medellin (collectively, "Respondents") elect to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 *et seq.* ("Securities Act") with respect to this Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same ("Order"). Respondents admit the jurisdiction of the Arizona Corporation Commission ("Commission"); admit the Findings of Fact and Conclusions of Law contained in this Order; and consent to the entry of this Order by the Commission.

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MEDELLIN, husband and wife,

FILEMON CABALLERO, a married man,

Respondents.

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I.

#### FINDINGS OF FACT

- Verdugo Enterprise LLC ("Verdugo Enterprise") is a manager-managed limited liability company that was organized under the laws of the state of Arizona in June 2006. At all times relevant, Verdugo Enterprise was doing business as Verdugo Gift Company, and neither Verdugo Enterprise nor Verdugo Gift Company were registered with the Commission as a securities salesman or dealer.
- At all times relevant, Isaias M. Verdugo ("I.M. Verdugo") has been a resident of Arizona
  and was the sole manager and statutory agent for Verdugo Enterprise. I.M. Verdugo and has not been
  registered with the Commission as a securities salesman or dealer.
- At all times relevant, Teodoro M. Medellin ("Medellin") has been married to Silvia Medellin, and both were residents of Arizona. Medellin has not been registered with the Commission as a securities salesman or dealer.
- 4. Silvia Medellin was at all relevant times the spouse of Medellin and may be referred to as "Respondent Spouse." Respondent Spouse is joined in this action under A.R.S. § 44-2031(C) solely for purposes of determining the liability of the marital community.
- At all times relevant, Medellin has been acting for his own benefit and for the benefit or in furtherance of Medellin's and Respondent Spouse's marital community.
- 6. In 2009, VGC began to sell products through Amazon.com, Inc. ("Amazon"). VGC used drop shipping companies to fulfill VGC's orders on Amazon. VGC listed various drop shipping companies' home decor products on Amazon and sold the products for a profit. When, VGC received a sale on Amazon, I.M. Verdugo "placed the order with the drop shipper and they shipped it directly to the customer."
- 7. In 2013, I.M. Verdugo leased warehouse space, which included an attached office space in Phoenix, Arizona, and operated VGC out of the warehouse. VGC shipped most of their products to an Amazon Fulfillment Center, which stored VGC's inventory. Amazon shipped the VGC orders directly to the customers. VGC also maintained inventory in its warehouse, which was

used to drop ship home decor products for various online retailers [including Wayfair, Inc. and Overstock.com, Inc.] for a profit. If a drop ship order was placed with VGC, VGC shipped the products directly to the online retailers' customers.

- 8. As VGC's business grew, VGC needed more capital to purchase inventory. VGC and another individual decided to forgo the traditional financing route, and instead chose to solicit and raise capital from investors, primarily from Hispanic Christian churches and/or their congregations, mostly in Arizona.
- 9. VGC and others were able to raise investment capital from Hispanic Christian communities in Arizona and the surrounding states, because of their various connections to these communities. VGC paid commissions (up to 5%) to Medellin [who was a pastor at a local Hispanic Christian church] and others to bring in investors and/or offer and sell VGC's Notes to investors (hereinafter, "VGC Investors"). The commissions were based on the amount of money a VGC Investor invested. Many of the VGC Investors trusted VGC, Medellin, and others because of their church affiliations.
- 10. From at least 2014 through at least 2017, several hundred VGC Investors invested in short-term Notes and were promised 10-20% interest compounded monthly. VGC and others represented that each VGC Investor would at least receive their principal investments back. VGC and others allowed and/or encouraged a significant amount of the VGC Investors to roll over their Notes [with the same and/or similar terms] for several months and/or years past the original maturity date of the Notes. Each time a Note was rolled over, a new Note was executed, which reflected the new maturity date and the increased promised amount due on the new maturity date.
- 11. Most of the VGC Investors that rolled over their Notes for numerous cycles were promised significant returns [sometimes six figure returns]; however, many of these VGC Investors did not receive their principal investments back and did not receive any returns and/or only received partial returns on their investments. VGC and others failed to disclose to some of the later VGC

Investors that some prior VGC Investors did not receive any returns on their investments and did not receive their principal investments back.

- 12. During the relevant time-period, between September of 2014, and January of 2017, VGC, Medellin, and others offered and sold securities in form of Notes within or from Arizona to at least 380 VGC Investors, of which at least 337 of the VGC Investors were Arizona residents. The VGC Investors collectively invested at least \$6,586,600. VGC and others represented to the VGC Investors that they were raising investment capital to purchase inventory [home decor products] for the purpose of fulfilling online orders.
- 13. All Notes were written in English and essentially identical, except for the listing of the VGC Investor's name, principal investment amount, promised interest rate, and maturity date. The Notes contained the following same or similar relevant language:
  - Parties: VGC is the borrower;
  - Repayment: the borrower will repay the amount of this note in full (principal plus interest) on the specified due date;
  - Default: if for any reason the borrower fails to make any payments on time, borrower shall be in default. The lender can demand immediate payment of the entire remaining unpaid balance of the note, without further notice; and
  - Principal guarantee: VGC agrees to keep assets equal to or greater than the value
    of all combined investment loans. In the event of non-payment of this note assets
    should be sold, and proceeds collected should be used to pay the principal
    amount of this note. VGC must furnish a detailed statement of all assets upon
    written request within 14 business days of receiving the request (emphasis added).
- 14. VGC Investors' only role was to provide capital and they did not have any discretionary authority regarding VGC's business operations. VGC and others represented to the VGC Investors that their investments were safe and guaranteed that they would at least get their

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principal investments back. VGC and others further represented that the VGC Investors would get paid back from the profit of VGC's online sales proceeds.

#### Medellin

- 15. From at least May of 2016, until at least January of 2017, Medellin actively promoted the VGC investment opportunity to other pastors [primarily from the Hispanic Christian churches and/or communities] and received commissions for bringing in investors. Many of the congregants from Medellin's church became VGC Investors.
- 16. During a pastoral fellowship, which was a gathering/meeting of pastors from various Hispanic Christian churches, Medellin promoted the VGC investment opportunity to his fellow pastors. Medellin represented that VGC was an online business that sold products through Amazon, and they were raising investment capital to purchase inventory. Medellin further represented that the VGC Notes paid out high interest rates, and that he and others have made a significant amount of money investing in VGC's Notes. Medellin provided many of the pastors and/or congregants with VGC's contact information.
- 17. Medellin followed-up with many of the pastors to ascertain if they were going to invest. Medellin physically accompanied several of the interested investors to VGC's office and/or met them at VGC's office and introduced them to other individuals involved with VGC and/or walked them through the investment process.
- 18. Medellin informed VGC and another individual that he wanted to be paid commissions for each investor that he brought in. VGC and the other individual verbally agreed to pay Medellin up to 5% commission.
- 19. On or about June of 2016, Medellin arranged a meeting with several pastors, which took place at VGC's office. During the meeting, Medellin represented that he and others made significant money by investing in VGC's Notes. Medellin represented to at least one of the pastors that the VGC investment could help him and his congregation get a permanent place [to hold church services/mass]. Also, present at the meeting was another individual involved with VGC, who

explained the terms of VGC's Notes, including the guaranteed return of the principal investment, and assisted some of the pastors in completing the investment process.

- 20. Many of the pastors were induced to invest in VGC, because of Medellin's representations that he and others made significant money off the investments.
- 21. From at least May of 2016, until at least January of 2017, Medellin raised \$151,458.25 in investment capital from VGC Investors, and VGC paid Medellin at least \$18,000 in commissions.

#### \$6,000 Policy

- 22. From at least October 2016, through at least January 2017, VGC and another individual instituted and enforced an unwritten investment return policy, which restricted the amount of money a VGC Investor could be paid out on his or her Note. VGC Investors were limited to receiving only \$6,000 every two-weeks ("\$6,000 Policy"); even if the VGC Investors' Notes were due in full and they were owed more than \$6,000 and/or they did not want to roll over their Notes. In effect, the \$6,000 Policy forced some of the VGC Investors to roll over their Notes every two-weeks, which is contrary to the explicit terms of Notes.
- 23. The \$6,000 Policy was not written in any of the VGC Investors' Notes, and many of the VGC Investors "weren't too happy" about finding out this policy after they invested and/or were expecting to receive a full return of their investments during this time-period.

#### December 2016 through January 2017

- 24. During the months of December 2016, through January 2017, Medellin and others actively encouraged VGC Investors to roll over their Notes and/or invest in new Notes. Medellin and another individual contacted multiple VGC Investors and represented that VGC was having a special 20% interest sale on new Notes and suggested that they invest in new Notes.
- 25. From December 1, 2016, through January 26, 2017, VGC, Medellin, and others raised at least \$1,409,875 in new investment capital. However, many VGC Investors whose Notes were due did not get paid and/or were informed that they could only receive \$6,000, because of the new \$6,000 Policy. Many were forced to roll over their Notes. Numerous VGC Investors were told by other

individuals involved with VGC that VGC ran out of checks [to pay out on their Notes] and suggested that they come back later.

- 26. On or about January 27, 2017, VGC [without notice to the VGC Investors] closed VGC's doors to the public, even though at least 150 VGC Investors were still owed money, including their principal. Several of these VGC Investors that did not receive any returns on their investments and did not receive a return of their principal investments and/or only received a partial return of their investments, were the same ones as mentioned-above, that were forced and/or encourage to roll over the Notes, and/or were told to come back at a later date, because VGC ran out of checks.
- 27. VGC Investors collectively invested at least \$6,586,600 and have received at least \$419,130 back. The remaining principal owed is at least \$6,167,470.

#### Misrepresentation and Omissions of Material Facts

- 28. Medellin and others misrepresented to the VGC Investors that their investment funds would only be used to purchase inventory for VGC. Instead, VGC and another individual used a portion of the VGC Investors' investment funds to pay commissions to Medellin and others.
- 29. Medellin failed to disclose the \$6,000 Policy to the relevant VGC Investors prior to their investments.
- 30. Medellin failed to disclose to the relevant VGC Investors that Medellin received commissions, and that a portion of the VGC Investors' funds were used to pay Medellin's commissions.

II.

#### CONCLUSIONS OF LAW

- The Commission has jurisdiction over this matter pursuant to Article XV of the Arizona Constitution and the Securities Act.
- 2. Respondent Medellin offered or sold securities within or from Arizona, within the meaning of A.R.S. §§ 44-1801(16), 44-1801(22), and 44-1801(27).

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3. Respondent Medellin violated A.R.S. § 44-1841 by offering or selling securities that were neither registered nor exempt from registration.

- 4. Respondent Medellin violated A.R.S. § 44-1842 by offering or selling securities while neither registered as a dealer or salesman nor exempt from registration.
- 5. Respondent Medellin violated A.R.S. § 44-1991 by making untrue statements or misleading omissions of material facts.
- Respondent Medellin's conduct is grounds for a cease and desist order pursuant to A.R.S. § 44-2032.
- Respondent Medellin's conduct is grounds for an order of restitution pursuant to A.R.S. § 44-2032.
- Respondent Medellin's conduct is grounds for administrative penalties under A.R.S.
   § 44-2036.
- 9. Respondent Medellin acted for his own benefit and on behalf of and for the benefit of Respondent Medellin's and Respondent Spouse's marital community. This order of restitution and administrative penalties is a debt of the community.

#### III.

#### ORDER

THEREFORE, on the basis of the Findings of Fact, Conclusions of Law, and Respondents' consent to the entry of this Order, attached and incorporated by reference, the Commission finds that the following relief is appropriate, in the public interest, and necessary for the protection of investors:

IT IS ORDERED, pursuant to A.R.S. § 44-2032, that Respondent Medellin, and any of Respondent Medellin's agents, employees, successors and assigns, permanently cease and desist from violating the Securities Act.

IT IS FURTHER ORDERED that Respondents comply with the attached Consent to Entry of Order.

IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that Respondent Medellin, as his sole and separate obligation, and Respondent Medellin and Respondent Spouse, as a community obligation, shall jointly and severally with all Respondents against whom orders are entered under Docket No. S-21064A-18-0402, pay restitution to the Commission in the principal amount of \$18,000 as a result of the conduct set forth in the Findings of Fact and Conclusions of Law. Payment is due in full on the date of this Order. Payment shall be made to the "State of Arizona" to be placed in an interest-bearing account controlled by the Commission. Any principal amount outstanding shall accrue interest from the date of this Order until paid in full.

IT IS FURTHER ORDERED that the restitution ordered in the preceding paragraph will accrue interest, as of the date of the Order, at the rate of the lesser of (i) ten percent per annum or (ii) at a rate per annum that is equal to one per cent plus the prime rate as published by the board of governors of the federal reserve system in statistical release H. 15 or any publication that may supersede it on the date that the judgment is entered.

The Commission shall disburse the funds on a pro-rata basis to investors shown on the records of the Commission. Any restitution funds that the Commission cannot disburse because an investor refuses to accept such payment, or any restitution funds that cannot be disbursed to an investor because the investor is deceased shall be disbursed on a pro-rata basis to the remaining investors shown on the records of the Commission. Any funds that the Commission determines it is unable to or cannot feasibly disburse shall be transferred to the general fund of the state of Arizona.

IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that Respondent Medellin, as his sole and separate obligation, and Respondent Medellin and Respondent Spouse, as a community obligation, shall jointly and severally pay an administrative penalty in the amount of \$10,000 as a result of the conduct set forth in the Findings of Fact and Conclusions of Law. Payment is due in full on the date of this Order. Payment shall be made to the "State of Arizona." Any amount outstanding shall accrue interest as allowed by law.

IT IS FURTHER ORDERED that payments received by the state of Arizona shall first be applied to the restitution obligation. Upon payment in full of the restitution obligation, payments shall be applied to the penalty obligation. For purposes of this Order, a bankruptcy filing by Respondents shall be an act of default. If Respondents do not comply with this Order, any outstanding balance may be deemed in default and shall be immediately due and payable. IT IS FURTHER ORDERED, that if Respondents fail to comply with this order, the Commission may bring further legal proceedings against the Respondents, including application to the superior court for an order of contempt. IT IS FURTHER ORDERED, that no finding of fact or conclusion of law contained in this Order shall be deemed binding against any Respondent under this Docket Number who has not consented to the entry of this Order. 

COMMISSIONER KENNE COMMISSIONER MÁRQUEZ PÉTERSON IN WITNESS WHEREOF, I, MATTHEW J. NEUBERT, Executive Director of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this Loth day of November , 2019.

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#### CONSENT TO ENTRY OF ORDER

- 1. Respondents Teodoro M. Medellin and Silvia Medellin, (each individual a "Respondent" or collectively "Respondents") admit the jurisdiction of the Commission over the subject matter of this proceeding. Each Respondent acknowledges that they have been fully advised of their right to a hearing to present evidence and call witnesses and each Respondent knowingly and voluntarily waives any and all rights to a hearing before the Commission and all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code. Each Respondent acknowledges that this Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same ("Order") constitutes a valid final order of the Commission.
- Respondents knowingly and voluntarily waive any right under Article 12 of the Securities Act to judicial review by any court by way of suit, appeal, or extraordinary relief resulting from the entry of this Order.
- 3. Each Respondent acknowledges and agrees that this Order is entered into freely and voluntarily and that no promise was made or coercion used to induce such entry.
- 4. Respondents Teodoro M. Medellin and Silvia Medellin acknowledge that they have been represented by their attorney in this matter, Respondents Teodoro M. Medellin and Silvia Medellin have reviewed this Order with their attorney, Gerald Shelley of Fennemore Craig, P.C., and understand all terms it contains. Respondents Teodoro M. Medellin and Silvia Medellin acknowledge that their attorney has apprised them of their rights regarding any conflicts of interest arising from dual representation. Respondents Teodoro M. Medellin and Silvia Medellin acknowledge that they have each given their informed consent to such representation.
- 5. Respondents admit the Findings of Fact and Conclusions of Law contained in this Order. Respondents agree that they shall not contest the validity of the Findings of Fact and Conclusions of Law contained in this Order in any present or future proceeding in which the Commission is a party.

6. The Respondents further agree that they shall not deny or contest the Findings of Fact and Conclusions of Law contained in this Order in any present or future: (a) bankruptcy proceeding, or (b) non-criminal proceeding in which the Commission is a party (collectively, "proceeding(s)"). They further agree that in any such proceedings, the Findings of Fact and Conclusions of Law contained in this Order may be taken as true and correct and that this Order shall collaterally estop them from re-litigating with the Commission or any other state agency, in any forum, the accuracy of the Findings of Fact and Conclusions of Law contained in this Order. In the event, Respondent Teodoro M. Medellin or Respondent Silvia Medellin pursues bankruptcy protection in the future, they further agree that in such bankruptcy proceeding, pursuant to 11 U.S.C. § 523(a)(19), the following circumstances exist:

- A. The obligations incurred as a result of this Order are a result of the conduct set forth in the Findings of Fact and Conclusions of Law in the Order and are for the violation of Arizona state securities laws, pursuant to 11 U.S.C. § 523(a)(19)(A)(i); and
- B. This Order constitutes a judgment, order, consent order, or decree entered in a state proceeding pursuant to 11 U.S.C. § 523(a)(19)(B)(i), a settlement agreement entered into by Respondents Teodoro M. Medellin and Silvia Medellin pursuant to 11 U.S.C. § 523(a)(19)(B)(ii), and a court order for damages, fine, penalty, citation, restitution payment, disgorgement payment, attorney fee, cost or other payment owed by Respondents Teodoro M. Medellin and Silvia Medellin pursuant to 11 U.S.C. § 523(a)(19)(B)(iii).
- 7. By consenting to the entry of this Order, Respondents agree not to take any action or to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual basis.
- 8. While this Order settles this administrative matter between Respondents and the Commission, Respondents understand that this Order does not preclude the Commission from

instituting other administrative or civil proceedings based on violations that are not addressed by this Order.

- 9. Respondent Teodoro M. Medellin understands that this Order does not preclude the Commission from referring this matter to any governmental agency for administrative, civil, or criminal proceedings that may be related to the matters addressed by this Order.
- 10. Respondent Teodoro M. Medellin understands that this Order does not preclude any other agency or officer of the state of Arizona or its subdivisions from instituting administrative, civil, or criminal proceedings that may be related to matters addressed by this Order.
- 11. Respondent Teodoro M. Medellin agrees that he will not apply to the state of Arizona for registration as a securities dealer or salesman or for licensure as an investment adviser or investment adviser representative until such time as all restitution and penalties under this Order are paid in full.
- 12. Respondent Teodoro M. Medellin agrees that he will not exercise any control over any entity that offers or sells securities or provides investment advisory services within or from Arizona until such time as all restitution and penalties under this Order are paid in full.
- 13. Respondent Teodoro M. Medellin agrees that he will continue to cooperate with the Securities Division including, but not limited to, providing complete and accurate testimony at any hearing in this matter and cooperating with the state of Arizona in any related investigation or any other matters arising from the activities described in this Order.
- 14. Respondents Teodoro M. Medellin and Silvia Medellin acknowledge that any restitution or penalties imposed by this Order are community obligations.
- 15. Each Respondent consents to the entry of this Order and agrees to be fully bound by its terms and conditions.
- 16. Respondents acknowledge and understand that if they fail to comply with the provisions of the order and this consent, the Commission may bring further legal proceedings against them, including application to the superior court for an order of contempt.

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1	17. Respondents understand that default shall render them liable to the Commission for
2	its costs of collection, including reasonable attorneys' fees and interest at the maximum legal rate.
3	18. Respondents agree and understand that if they fail to make any payment as required
4	in the Order, any outstanding balance shall be in default and shall be immediately due and payable
5	without notice or demand. Respondents agree and understand that acceptance of any partial or late
6	payment by the Commission is not a waiver of default by the Commission.
7 8	Leadoro Medelli
9	Teodoro M. Medellin
10	Silvia Medellin
11	Silvia Medellin
12	STATE OF ARIZONA )
13	County of ) ss
14	SUBSCRIBED AND SWORN TO BEFORE me this 11th day of October, 2019.
15 16	Kalhteen Bofom
17	NOTARY PUBLIC
18	My commission expires:
19	2 1 22 KATHLEEN BOTTOMS
20	NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Comm. Exp.: February 1, 2022
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1	SERVICE LIST FOR: Teodoro M. Medellin et al.
2	Gerald Shelley, Esq.
3	Fennemore Craig, P.C. 2394 E Camelback Road, Suite 600
4	Phoenix, AZ 85016 Attorney for Teodoro M. Medellin and Silvia Medellin
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